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Charlevoix¹⁴
(14)

1968-70

CHARLEVOIX EDUCATION ASSOCIATION
AGREEMENT
1968-1969
and
1969-1970

RECEIVED
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OFFICE OF
PROFESSIONAL NEGOTIATIONS

Charlevoix
Bd. of Educ.

MEA
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PREAMBLE

Recognizing that providing a high quality of education for the children of charlevoix is the paramount aim of this School District, and that good morale in the teaching staff is necessary for the best education of the children, We do hereby declare that:

- A. The Board of Education, under law, has the final responsibility of establishing policies for the district.
- B. The Superintendent and his staff have the responsibility of carrying out the policies established.
- C. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

CHARLEVOIX EDUCATION ASSOCIATION AGREEMENT
1968-1969 and 1969-70

This Agreement entered into this 7th day of September, 1968, and ending the 15th day of August, 1970, by and between the School District of Charlevoix in the City of Charlevoix, Michigan, hereinafter called the "Board", and the Charlevoix Education Association, hereinafter called the "Association."

W I T N E S S E T H:

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of Charlevoix School District is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

Contract negotiations between the Charlevoix Board of Education and the Charlevoix Education Association shall not be opened for the duration of this Agreement.

Mandatory monthly meetings shall be held with representatives from Teachers, Administration and Board

ARTICLE I

RECOGNITION

A. The Board hereby recognizes Charlevoix Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel on tenure, probation, classroom teachers, and school librarians, advisor or critic teachers, employed or to be employed by the Board (whether or not assigned to a public school building), and per diem appointments of not less than (30) thirty days, but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Charlevoix Education Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Charlevoix Education Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Charlevoix Education Association, if the adjustment is not consistent with the terms of this Agreement provided that the Charlevoix Education Association has been given the opportunity to be present at such adjustment.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Teachers Association and its members may petition the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Teachers Association either on or off school premises. Bulletin boards shall be made available to the Teachers Association

D. The Board agrees to make available to the Association in response to reasonable requests from time to time available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

E. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to make recommendations to the Board with respect to said matters prior to their adoption and/or general publication.

F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

ARTICLE III

RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and

practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.

ARTICLE V

TEACHING LOAD AND ASSIGNMENTS

A. The teachers' normal teaching hours in the Charlevoix Schools will be as follows:

ELEMENTARY --All teachers should be at school by 8:30 A.M. Teachers should plan to remain until 4:00 P.M. The noon hour is free time until 12:30 when the teacher is scheduled for supervision. When a teacher needs to leave before 4:00 P.M., permission should be obtained from the Principal.

HIGH SCHOOL --All teachers should be at school by 8:15 A.M. and plan to remain until 4:00 P.M. Due to the noon hour schedule in the high school, teachers will be expected to be on general supervisory duty during noon periods. If necessary to leave before 4:00 P.M., permission should be obtained from the principal.

B. The normal teaching load of the high school teacher will meet North Central requirements for approval.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major or minor field of study.

D. All teachers shall have a duty-free, uninterrupted lunch period of forty-five minutes.

E. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

ARTICLE VI

TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. The Board agrees in so far as possible to make available in each school adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional material.
- B. In so far as possible the Board shall provide:
1. A separate desk for each teacher in the district, with lockable drawer space.
 2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
 3. Adequate chalkboard space in every classroom.
 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 5. A complete and unabridged dictionary in every classroom.
 6. Adequate storage space in each classroom for instructional materials.
 7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
- C. The Board shall work to make available in each school adequate restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.
- D. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that an ideal class size should not exceed 25 pupils in the elementary school, and the Board agrees to continue working toward this goal. The maximum student load in the secondary school will meet North Central requirements. The ratio of pupils to teachers and other professional staff members of the school shall not exceed 24 to 1. Only a staff member's time actually devoted to duties in the high school may be counted in determining the pupil-teacher ratio.

ARTICLE VII

QUALIFICATIONS AND ASSIGNMENTS

- A. Unless deemed necessary by the Administration no new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university.
- B. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials.
- C. Unless deemed necessary by the Administration no full-time teacher serving in a regular position will be hired under the provisions of the State Board of Education special 90-day certificate.
- D. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- E. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made without the mutual agreement between the teacher and the Administration.
- F. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.
- G. Qualification for remaining on the schedule requires the obtaining of two semester hours credit at an approved institution of a graduate or undergraduate level within each three year period. This credit may be waived and travel or research study may be substituted on approval of the Board of Education in advance.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. Whenever any vacancy in any professional position in the district shall occur the Board shall publicize the same by giving written notice of such vacancy to the Association. No vacancy shall be filled until such notice of vacancy shall have been given.
- C. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

ILLNESS, DISABILITY & PERSONAL BUSINESS

A. At the beginning of each school year each teacher shall be credited with a twelve day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to 100 (one hundred) days.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the teacher.

C. Teachers will be granted one day accumulative to three (with pay) for approved personal or business reasons. The following form must be completed by the teacher at least one day prior to the absence:

I HEREBY APPLY FOR A DAY OF PERSONAL LEAVE ON _____ (day) _____ (month) _____.

IN MY JUDGMENT, THE REASON FOR TAKING THIS DAY IS PERSONAL BUSINESS OF AN URGENT NATURE, IMPORTANT ENOUGH FOR ME TO MAKE THIS REQUEST.

(signed)

ARTICLE X

UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's cultural travel or work program related to his professional responsibilities; or provided said teacher states his intention to return to the school system.
- B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. A leave of absence of up to two (2) years may be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff.
- D. A leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office.

ARTICLE XI

PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession, copy of which is attached hereto and made a part, by reference, of this Agreement.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher. Nothing contained in this paragraph shall deny or abrogate any rights of the Board under existing laws of this state.

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ARTICLE XII

PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

C. Upon request by a teacher's department head and if recommended by the superintendent, a teacher may attend select professional conferences and Michigan Department of Education curriculum committee meetings at the expense of the Board in accordance with the following schedule: Meals - actual expense not to exceed \$1.50 for breakfast, \$2.00 for lunch, \$3.00 for dinner; Lodging - actual expense not to exceed \$8.00 per diem; Mileage - 6 cents per mile; plus actual registration fees charged at the conference. Teachers attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation, and teachers will, upon request, submit a written report regarding such conferences.

ARTICLE XIII

MAINTENANCE OF STANDARDS

A. It is recognized by the Board that there may be items relative to hours, wages, working conditions which heretofore have been enjoyed by the Association which inadvertently have been omitted from this Agreement. In such case the Board agrees to use good faith in not depriving members of the Association of such advantages.

ARTICLE XIV

REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICT

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain as nearly as possible those teachers with permanent teaching certificates whose qualifications most nearly fulfill the requirements of subjects to be taught and, secondly, having the longest service in the district. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XV

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.
- B. The Board and Teachers agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XVI

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given five years credit on the Salary Schedule set forth in Schedule B for full years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- C. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this agreement. No teacher will be allowed to teach in excess of the normal teaching loads as defined by North Central.
- D. Teachers involved in extra duty assignments set forth in Schedules B-1 and B-2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.
- E. At any time during the school year all teachers receiving a BA or MA ^{+20 hrs} or MA+ _{20 hrs} degree shall be given a new contract or a rider to that year's contract and be placed on schedule.
- F. All teachers shall be placed on schedule immediately on written contract.
- G. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

ARTICLE XVII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.

E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE XVIII

INSURANCE PROTECTION

The Board agrees to furnish to all teachers the following insurance protection:

A. The Board shall provide insurance as set forth in Schedule B of this Agreement for 1968-69 and Schedule B-1 of this Agreement for 1969-70.

B. Every teacher employed in this district shall have the right to participate in the MEA health insurance program with payroll deduction privileges.

ARTICLE XIX

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.

F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure.

ARTICLE XX

NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1970-71 school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

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ARTICLE XXI

STUDY COMMITTEE

- A. There is hereby established a permanent "Professional Study Committee" composed of six (6) members, three (3) of whom shall be teachers selected by the Association, and three(3) of whom shall be appointed by the Board.
- B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.
- C. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.
- D. All reports of the PSC or its subcommittees, including their recommendation, shall be submitted in writing to all members of the PSC.
- E. Subject of study by subcommittees shall include but not be limited to:
1. Discipline policy
 2. Evaluation of Teachers
 3. Development of curriculum

Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved no subcommittee shall be re-activated except by mutual consent of the members of the PSC.

- F. The parties agree that the PSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- G. The clerical assistance to the PSC and its subcommittees shall be supplied by the Board.

ARTICLE XXII

TEACHER EVALUATION

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated two times during the school year; one month following the teacher's commencement of service, and the second evaluation during the second semester. Tenure teachers shall be evaluated at least once every two years. More frequent evaluations may be made of both probationary and tenure teachers.

B. Evaluations shall be conducted by the building principal or other qualified persons appointed by the superintendent from outside the district as determined by the superintendent.

C. Each formal observation as required in section A of this article shall be made for thirty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted with full knowledge of the teacher.

D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placad in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth as determined by the Board after consultation with the Association.

E. No later than March 15th of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher and the Association. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent.

F. Each teacher shall have the right upon request to review the contents of his own personnel file, specifically exempting from review that information which is of a confidential nature. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

1. Annual TB report and required medical information.
2. All teacher evaluation reports.
3. Copies of annual contracts.
4. Copy of the teacher's certificate.
5. Letters of commendation.
6. A transcript of academic record.
7. Tenure recommendation.
8. Record of valuntary extra curricular activities.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be part of the established policies of the Board.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board

Both parties recognize that the proposed calendar for the school year requires 183 days of actual attendance at school by members of the Association. These days have been designated as two days of pre-school conferences, 180 instructional days and one day of post-school administrative duties.

It is hereby agreed by the Association that any failure by its members to attend a regularly scheduled attendance day (defined as one of the 183 days provided for in the calendar), whether such lack of attendance be due to a strike, a "professional protest" day, a sympathy day, or for any other reason not specifically allowable by the State Law as an "Instructional Day", will operate to automatically extend the school calendar by the number of days necessary to provide for the school calendar as originally established. This extension of time beyond the operation of the school calendar as herein established shall require the attendance of members of the Association with no remuneration beyond that which has been established by this master contract.

Conversely, if the reason for such lack of attendance on the part of members of the Association is due to action by the Board of Education which physically prohibits the members of the Association from gaining access to the school premises, or physical breakdown of the school plant which does not allow an instructional day to be taught, then the Board agrees that extra compensation will be paid to the members if their attendance at school for more than the 183 contract days is required.

In such event, such compensation shall be computed as follows:

The daily salary for attendance days after the closing dates as set in Schedule A and Schedule A-1 shall be determined by dividing a teacher's base annual salary as shown in Schedule B and Schedule B-1 by 180.

DURATION OF AGREEMENT

This Agreement shall be effective as of September 7, 1968, and shall continue in effect until the 15th day of August, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Vincent Chew
Its President

By Kathryn B. Smith
Its Secretary

By Joseph J. Staley
Chairman, Negotiating Committee

By Mary Ann Chew
Negotiating Committeeman

By Gerald P. Harris
Negotiating Committeeman

By Condit Henry
Negotiating Committeeman

By Max Novak
Negotiating Committeeman

BOARD OF EDUCATION

By Almond P. Rowley
Its President

By Frances Hooper
Its Secretary

By Dale E. Bost
Member

By Burr Blanchard
Member

By James H. Redick
Member

By J. E. Ladue
Member

By Frank Richard Fritze
Member negotiator

Dated this 9th day of
September, 1968

SCHEDULE A

CHARLEVOIX PUBLIC SCHOOLS
CALENDAR
1968--69

September 9 (Monday)	Teachers' meetings-9:00 A.M. - 12 noon First session with students-1:00 P.M. to 3:30
September 10 (Tuesday)	First Day of Kindergarten
October 3 & 4 (Thurs. & Fri.)	M.E.A. Regional Conference- Traverse City
November 27 (Wednesday)	School closes at 2:30 P.M.
November 28-29 (Thurs. & Fri.)	Thanksgiving Recess
December 20 (Friday)	School closes at 12:00 Noon
December 23 to January 2	Christmas Vacation
January 2, 1969	School Reconvenes
February 7 (Friday)	Intermediate Dist. Teachers' Institute
April 4 (Good Friday)	School closes at 12:00 noon
April 7th	Spring (Easter) Vacation
April 8 (Tuesday)	School Reconvenes
May 30	No School - Memorial Day
June 1 (Sunday)	Baccalaureate
June 4 (Wednesday)	Graduation - 8:00 P.M.
June 6 or refer to page 25-A	School Ends

Intermediate District Teachers' Institute and M.E.A. Regional Institute
shall be subject to modification.

SCHEDULE A-1

SUGGESTED SCHEDULE
1969-70

September 2 (Tuesday)	Teachers' Conferences
September 3 (Wednesday)	First Day of School
October 2-3 (Thurs. & Fri.)	State Regional Teachers' Institute
November 27-28	Thanksgiving
December 19	School closes of 12 noon
December 22 to January 5	Christmas Vacation
February 6	Intermediate District Institute
March 27 (Good Friday)	School closes at 12 noon
March 29 to April 6	Easter Vacation
May 30	No School - Memorial Day

SCHEDULE B

SALARY SCHEDULE 1968-69

	<u>B.A.</u>	<u>B.A. + 20 Hrs.</u>	<u>M.A.</u>	<u>M.A. + 20 Hrs</u>	Ph.D
1	\$6300.	\$6550.	\$6800.	\$7150.	\$7500.
2	6568.	6828.	7089.	7454.	7819.
3	6847.	7118.	7390.	7771.	8152.
4	7137.	7420.	7704.	8101.	8498.
5	7440.	7735.	8031.	8445.	8859.
6	7756.	8064.	8371.	8804.	9237.
7	8085.	8407.	8727.	9178.	9629.
8	8429.	8764.	9098.	9568.	10,038.
9	8787.	9136.	9484.	9975.	10,466.
10	9160.	9524.	9887.	10,399.	10,911.
11	9548.	9931.	10,304.	10,841.	11,378.

Health and Accident Insurance -- \$225.

Insurance must be carried through the school program--Blue Cross or M.E.A.

No funds will be paid to the individual teacher. If both husband and wife teach in the Charlevoix system, benefits for both will not exceed full family coverage.

SCHEDULE B-1

SALARY SCHEDULE 1969-70

	<u>B.A.</u>	<u>B.A. + 20 Hrs.</u>	<u>M.A.</u>	<u>M.A. + 20 Hrs.</u>	<u>Ph.D.</u>
1	\$6804.	\$7074.	\$7344.	\$7722.	\$8100.
2	7093.	7374.	7656.	8050.	8444.
3	7394.	7687.	7981.	8392.	8803.
4	7707.	8013.	8320.	8749.	9178.
5	8035.	8353.	8673.	9120.	9567.
6	8376.	8709.	9040.	9508.	9976.
7	8731.	9079.	9425.	9912.	10,399.
8	9103.	9465.	9825.	10,333.	10,841.
9	9489.	9866.	10,242.	10,773.	11,304.
10	9892.	10,285.	10,677.	11,230.	11,783.
11	10,311.	10,725.	11,128.	11,708.	12,288.

Full Health and Accident Insurance.

Insurance must be carried through the school program--Blue Cross or M.E.A.

No funds will be paid to the individual teacher. If both husband and wife teach in the Charlevoix system, benefits for both will not exceed full family coverage.

SCHEDULE B-2

ADDITIONAL COMPENSATION AND ATHLETIC COACHES

<u>Title of Position</u>	<u>Per Cent of</u> <u>Basic Salary</u>	
Future Teacher Sponsor	5.0%	\$315.00
Home Economics Sponsor	5.0%	315.00
Cheerleader Sponsor	3.0%	189.00
Other Club Sponsors	3.0%	189.00
Newspaper Sponsor	5.0%	315.00
Yearbook Sponsor	5.0%	315.00
Dramatics and Forensics	7.0%	441.00
Attendance Officer	5.0%	315.00
Music-Band Director	8.0%	504.00
Senior Class Sponsor	5.0%	315.00
Junior Class Sponsor	4.0%	252.00
Sophomore Class Sponsor	4.0%	252.00
Freshman Class Sponsor	4.0%	252.00
7th Grade Class Sponsor	3.0%	189.00
8th Grade Class Sponsor	3.0%	189.00

Athletic Coaches

<u>Title of Position</u>	<u>Per Cent of</u> <u>Basic Salary</u>	
Varsity Football		
Head Coach	11.5%	724.00
Assistant Coach	8.0%	504.00
Junior Varsity Football		
Coaches	7.0%	441.00
Varsity Basketball		
Head Coach	11.5%	724.00
Junior Varsity Basketball		
Coaches	8.0%	504.00
Freshman Basketball	7.0%	441.00
7th & 8th Grade Basketball	6.0%	378.00
Elementary Basketball		150.00
Varsity Track		
Head Coach	8.0%	504.00
Ski Coach	5.0%	315.00

SCHEDULE C

PROFESSIONAL GRIEVANCE REPORT

School District: _____ Grievance Number: _____

School: _____ Date of Violation: _____

Date of Grievance: _____

Subject to provisions of the Professional Negotiations Agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other state of the professional grievance procedure, including arbitration, or to **adjust or settle** the same

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

Date _____

Signature of Grievant (Use reverse side for additional signature if more than one grievant)

Principal's Disposition:

Date _____

Signature of Principal

Association's Disposition: Satisfactory _____ Unsatisfactory _____

Date _____

Superintendent's Disposition:

Date _____

Signature of Superintendent

Association's Disposition: Satisfactory _____ Unsatisfactory _____

Date _____